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PROGRAM SOLICITATION PS 03-01

for the:

MAYORS' INSTITUTE ON CITY DESIGN

(Design)

Issued by
National Endowment for the Arts
Grants & Contracts Office
1100 Pennsylvania Ave., NW
Washington, D.C. 20506

Proposals in response to this solicitation in original and six (6) copies will be received at the above address, or if hand carried, in Room 618, until 4:00 p.m. on **March 10, 2003**.

[The delivery of first-class mail to the National Endowment for the Arts has been delayed since mid-October 2001 and delays are expected to continue for the foreseeable future. Please consider using alternative delivery services.]

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EXECUTIVE SUMMARY

The purpose of this Program Solicitation is to enter into a Cooperative Agreement between the National Endowment for the Arts and an eligible national organization to manage, through a full time director and appropriate staff, a partnership of national organizations, government agencies and universities to support the continuing activities of: *The Mayors' Institute on City Design*.

Funding of \$400,000 is available through the Endowment for the first year. A match of at least 30% will be required from the recipient of the Cooperative Agreement.

Eligibility for award of the Cooperative Agreement is limited to 501 (c) (3) organizations with a national constituency and a mission that includes education and advocacy regarding policies and practices affecting the design of American cities.

The duration of the Cooperative Agreement will be one year, anticipated to commence in May of 2003. It is hoped that this project will continue in subsequent years. Subject to satisfactory performance, reasonableness of budgets, the availability of funds, favorable recommendation of the National Council on the Arts, determination by the Chairman, and mutual agreement of the parties, the National Endowment for the Arts may enter into subsequent Cooperative Agreements with the successful recipient of the Cooperative Agreement resulting from this Program Solicitation.

The content requested in proposals is highlighted in Section C. Proposals received in response to this solicitation will be evaluated in accordance with the criteria contained in Section D.

Mission of the National Endowment for the Arts

The National Endowment for the Arts provides national recognition and support to significant projects of artistic excellence, thus preserving and enhancing our nation's diverse cultural heritage. The Endowment was created by Congress and established in 1965 as an independent agency of the federal government. Since then it has awarded more than 119,000 grants to arts organizations and artists in all fifty states and the six U.S. jurisdictions. This public investment in the nation's cultural life has resulted in both new and classic works of art reaching every corner of America.

SECTION A - SCOPE OF WORK

A.1 Introduction

The *Mayors' Institute on City Design* (MICD) is a Leadership Initiative of the National Endowment for the Arts (Endowment). The MICD is a forum designed to foster an understanding of and appreciation for the role of design in creating vibrant, livable cities, and the importance of mayors and their role as design advocates in American cities. Institute sessions consist of two and one-half day workshops at which fewer than twenty participants, typically made up of eight mayors and eight interdisciplinary design professionals, discuss design issues facing the city of each of the mayors. Each mayor presents a design problem and the resource team of design professionals guides discussions about options and alternative approaches to address the problem.

The Endowment established the MICD in 1986 to bring together mayors and design professionals to examine urban design problems and issues. In 1998, the US Conference of Mayors (USCM) accepted an invitation to enter into a strategic partnership with the Endowment to support the activities of the MICD. Under the Cooperative Agreement resulting from this Program Solicitation, the successful recipient of the Cooperative Agreement (Cooperator) will become the third member of this partnership.

Under this strategic partnership, the Endowment will continue to provide financial support for the MICD and the imprimatur of the Federal government, while the USCM will provide office space for the MICD and facilitate communication between the Endowment, the MICD, and the mayors who make up the membership of the USCM. The Cooperator will retain a full-time director for the MICD Office and other necessary office staff to administer day-to-day activities, and be responsible for carrying out the programmatic, legal, and fiscal responsibilities of the Cooperative Agreement.

These three organizations – the Cooperator, the Endowment, and the USCM – will form the core members of the strategic partnership, hereafter referred to as the MICD Partnership. However, it is anticipated that additional partners will be included at the discretion of the MICD Partnership. Potential partners include foundation and other government agencies interested in supporting the activities of the MICD and universities selected to host institute sessions. The MICD Partnership will meet at predetermined intervals to monitor the MICD progress as implemented by the executive director.

The strength of the coalition is twofold: first, while the Partnership is representative of the MICD national core constituency, it is not tied to a single design discipline or approach; second, the Partnership is intended to provide a national platform and a structure that will ensure the MICD long-term organizational stability, strengthen ties to its core constituency, and ensure the MICD continued recognition as one of the Endowment's most outstanding programs, honored by both mayors and design professionals.

A.2 Program Administration

Under the Cooperative Agreement resulting from this Program Solicitation, the successful recipient of the Cooperative Agreement (Cooperator), in consultation with the Endowment Project Director and designated representatives of the USCM, shall:

- A.2.1** Identify, and subsequently engage staff for the MICD Office, after consultation with the members of the MICD Partnership. This will include at a minimum, a full time executive director and staff assistant. The MICD office shall be located in space provided by the USCM at its Washington, DC headquarters, 1620 Eye Street, NW. (See Attachment #1 for a list of available office equipment.)
- A.2.2** Establish a competitive process for the selection of universities or other organizations to act as subcontractors to host four regional institute sessions per year. This process will include review and approval by the MICD Partnership.
- A.2.3** Following the selection and engagement of subcontractors for the four regional Institutes, provide the regional subcontractors with the MICD Manual, monitor and advise them on appropriate standards of practice, participant selection, and curriculum development. Approve, in consultation with the MICD Partnership, Institute participants selected by the subcontractors. Respond to the needs of the targeted mayors, and ensure that all work related to the MICD is on schedule, and maintains consistently high quality.
- A.2.4** Plan and implement two national institute sessions, one in the spring and one in the fall. While the Cooperator may engage contractors to assist in preparations for and carrying out these sessions, the two national institutes shall be principally managed by the Cooperator and the MICD staff, in consultation with the MICD Partnership.
- A.2.5** Coordinate and hold quarterly Partnership meetings and submit progress reports during the meetings that include, but are not limited to: a summary of completed activities; a calendar of planned activities; a summary of any efforts to identify additional resources to support the MICD undertaken by advisors or members of the Partnership; a summary of communications among members of the Partnership, advisors, and regional hosts; and a complete/updated budget.
- A.2.6** Review and update the MICD manual and submit for approval to the MICD Partnership.
- A.2.7** Fully implement the comprehensive graphic standards package for all MICD publications and materials. Consistently use the graphic standards package in all MICD correspondence and press releases.

- A.2.8** Release bi-annual newsletters, after approval by the Endowment Project Director, and at least six press releases, corresponding with each MICD session to a list of press contacts and additional individuals and groups approved by the MICD Partnership.
- A.2.9** Solicit the assistance of USCM staff in identifying and recruiting mayors for institute participation.
- A.2.10** The MICD executive director shall: attend each regional institute in its entirety, as an observer and representative of the MICD Partnership, not as resource faculty or participant; prepare a summary report of each session that includes an agenda, a listing of all participants with addresses and affiliations, a brief description of each resource presentation and design issue presented for discussion; and prepare an objective evaluation of the relative success and failures of each session.
- A.2.11** Maintain the MICD website. The MICD website shall continue to have a separate identity and shall be separate from the Cooperator's website. Provide regular updates about MICD activities and alumni events on the web site. Press releases after each MICD session shall be posted on the website.
- A.2.12** Facilitate support activities for alumni mayors, including the planning and implementation of follow-up programs at the two national meetings of the USCM each year. Additional activities may include coordinating a visit to a mayor's city by resource team members and advising a mayor's staff regarding the planning and implementation of design workshops.
- A.2.13** Maintain an archive that includes a database, containing: the names, addresses and affiliation of all Institute participants; copies of any briefing material prepared; and a copy of the session summary described in A.2.10. Provide this archive in hardcopy and appropriate electronic form bi-annually to the MICD Partners.
- A.2.14** Work with Endowment Project Director and Endowment Federal Liaison to develop interagency partnerships to support the activities of the MICD. To the greatest extent practicable, coordinate and support independent efforts by others to identify additional resources to support the Mayors' Institute from public or private sources.

A.3 Travel

Under the Cooperative Agreement resulting from this Program Solicitation, costs incurred by personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable in accordance with the Cost Principles contained in OMB Circulars A-21, or A-122, as applicable, and only to the extent such costs do not exceed:

- Charges normally allowed by the institution in its regular operations as a result of an institutional policy, a copy of which has been submitted to the Endowment Grants & Contracts Office; and
- In the absence of an institutional policy regarding travel costs, the rates, amounts, limits, and principles as are provided for by government-wide regulation of such costs established in the Federal Travel Regulations.

A.4 Policy Governing Standards of Conduct

The Cooperator, in performance of this Scope of Work, shall ensure that MICD participants are familiar with the following standards of conduct:

- A.4.1** That individuals serving as resource persons to the MICD take no part in the discussion of any specific project or activity to be presented at the MICD in which the resource person has a material financial interest.
- A.4.2** That those serving as resource persons to the MICD may not negotiate or enter into a consulting agreement or any other type of employment agreement with any participating city of the MICD with respect to any project or activity presented at the Institute, for a period of one year following such presentation at the MICD, except with the express written consent of the Endowment Project Director after consultation with the Endowment's General Counsel.
- A.4.3** Specific information obtained by individuals serving as resource persons to the Institute, through the performance of their responsibilities, may not be used to solicit business with any participating city for a period of one year from the time of the resource person's participation at the Institute, except with the express written consent of the Endowment Project Director after consultation with the Endowment's General Counsel.
- A.4.4** The Cooperator shall incorporate these standards of conduct in its contracts or letters of agreement with resource persons. A sample letter of agreement is included in the MICD Manual.
- A.4.5** Breach of the foregoing may result in the termination of this Cooperative Agreement.

A.5 Title to Equipment

Title to equipment purchased under the Cooperative Agreement resulting from this Program Solicitation shall be retained by the Endowment.

SECTION B - DELIVERY SCHEDULE

- B.1** The following is a list of desired completion dates and the tasks anticipated to be carried out under this Cooperative Agreement.

Meet with MICD Partnership to refine Work Plan and review candidates for MICD office staff.	Two weeks after the award of the Cooperative Agreement
Staff, equipment, and archives in place in MICD office at the USCM. (See Attachment #1 for a list of existing available office equipment.)	Four weeks after the award
Present process of selecting regional institute hosts, preliminary budget, and timeline.	Four weeks after the award
Present candidates for four regional institute hosts for review and approval.	Twelve weeks after the award
Present locations and dates, preliminary budget, and timeline for two National MICD sessions for approval.	Twelve weeks after award

- B.2** No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, and the Endowment Project Director a "Final Descriptive Report," (FDR) ¹ including a copy of each session summary, and a copy of the archive in both hard and electronic form as described in paragraph A.2.10, and any suggestions for improvements of this program. A copy shall also be provided to the USCM.
- B.3** No later than 90 days after the completion or termination of the Cooperative Agreement, the Cooperator shall also submit to the Endowment Grants & Contracts Office, Cooperative Agreement Section, a Financial Status Report, Standard Form 269¹.

SECTION C - CONTENTS OF PROPOSALS

- C.1** Signed proposals in response to this solicitation, in original and six (6) copies shall include:

¹ Located on the National Endowment for the Arts website at:
<http://www.arts.gov/manageaward/CoopAgreements.html>

C.1.1 A proposal containing your approach to fulfilling the Agreement and which clearly and fully demonstrates a thorough understanding of the requirements contained in Sections A and B of this solicitation, and containing as a minimum, a discussion of each of the evaluation factors contained in Section D.

C.1.2 A detailed Budget, including information on the required match and any other resources that you propose to bring to this project. The Attached “Cooperative Agreement Cost Proposal” form should be used to summarize the budget. Additional schedules or supporting information should be attached, as necessary. In addition, if indirect cost is proposed, include a copy of the most recent indirect cost rate agreement with your cognizant Federal audit agency.

Note: In preparing a budget, proposers may include \$50,000 as direct costs for each of the four Regional MICD session (historical costs have ranged from \$35,000 to \$50,000), and \$75,000 for each of the two National MICD sessions.

SECTION D - EVALUATION CRITERIA

D.1 Proposals received in response to this Solicitation will be evaluated and a Cooperative Agreement will be entered into with the applicant whose proposal is determined to be most advantageous to the Government. The evaluation will include the following considerations:

D.1.1 Degree to which the proposal reflects a comprehension of the mission, objectives, and requirements of the Mayors’ Institute on City Design. (30%)

D.1.2 Expertise of the organization and familiarity with other organizations and individuals engaged in the practice, academic study, policy development and implementation of urban design, architecture, landscape architecture, historic preservation, and real estate development. (20%)

D.1.3 Degree to which this program conforms to the applicants’ own mission and programming. (20%)

D.1.4 Demonstrated ability and commitment to manage the logistical and financial requirements of the program over a period of years, as well as to efficiently manage the MICD with an office located at the USCM. (20%)

D.1.5 Overall reasonableness of budget and demonstrated success in securing in kind or other types of support for comparable activities. (10%)

SECTION E - SOLICITATION PROVISIONS

E.1 Cooperative Agreement

The instrument that will be awarded as a result of this Program Solicitation is a Cooperative Agreement, as defined by the Federal Grant and Cooperative Agreement Act of 1977, Public Law 95-224. A Cooperative Agreement is a cost reimbursement instrument. **No fee or profit** (or other increment above allowable cost) **is allowed**.

For nonprofit organizations except colleges and universities, the provisions of Office of Management and Budget Circulars A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") and A-122 as amended ("Cost Principles for Nonprofit Organizations") will be incorporated by reference into the Cooperative Agreement.

For colleges and universities, the provisions of OMB Circulars A-110 and A-21 ("Cost Principles for Educational Institutions"), as amended, will be incorporated by reference into the Cooperative Agreement.

For units of state and local governments and federally recognized Indian Tribal governments, the provisions of the government-wide Common Rule issued pursuant to Office of Management and Budget Circular A-102 and codified by the National Endowment for the Arts as "Part 1157-Uniform Administrative Requirements for Grants and Cooperative Agreements," Office of Management and Budget Circulars A-128 ("Audits of State and Local Governments"), and A-87 ("Cost Principles Applicable to Grants and Contracts with State and Local Governments") will be incorporated by reference into the Cooperative Agreement.

E.2 General Terms and Conditions

National Endowment for the Arts Cooperative Agreements are subject to the General Terms and Conditions for Grants and Cooperative Agreements to Organizations, located on the National Endowment for the Arts website at:

<http://www.arts.gov/manageaward/CoopAgreements.html>

E.3 Assurances of Compliance

E.3.1 Assurance of Compliance with Non Discrimination Requirements

By submission of a proposal, the proposer hereby agrees that it will execute projects, productions, workshops and programs in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972,

where applicable. Copies of the nondiscrimination regulations identified above may be obtained by writing to the Office of Civil Rights, National Endowment for the Arts, 1100 Pennsylvania Ave, NW, Washington, D.C. 20506.

E.3.2 Certification Concerning Debarment and Suspension

The Proposer certifies that, as required by regulations implementing Executive Order 12549, "Debarment and Suspension," neither it nor its principals: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) has, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with a public (Federal, State, or local) transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in (b) of this certification; and (d) has within a three-year period preceding this proposal had any public transactions terminated for cause or default; and that it will include this clause without modification in all lower tier covered transactions (excluding contracts under \$25,000), solicitations, and proposals.

Where the Proposer or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Endowment Grants & Contracts Office.

E.3.3 Delinquent Debt Certification

The Proposer certifies that it is not delinquent on any Federal debt or, if it is, will provide explanatory information. Examples of relevant debt include delinquent taxes, audit disallowance, benefit overpayments.

E.3.4 Labor Standards Assurance and Drug-Free Workplace Act Certification

The successful recipient of the Cooperative Agreement will also be required to provide assurance of compliance with the labor standards set out in "Part 505 (29 CFR) - Labor Standards on Projects or Productions Assisted by Grants from the National Endowment for the Arts," in accordance with the National Foundation on the Arts and the Humanities Act of 1965, as amended (20 U.S.C. 951 et seq.); and provide the certification required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.; also implemented through the Debarment and Suspension regulations).

E.4 Rejection and Award

The National Endowment for the Arts reserves the right to reject any or all proposals. The right is reserved to award to other than the lowest cost proposal.

E.5 Discussions

The National Endowment for the Arts may award a Cooperative Agreement based on initial proposals received, without discussions of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a cost and technical standpoint that the proposer can submit to the Government.

E.6 Late Proposals

Any proposal received after the time specified for receipt will not be considered unless:

- (1) It was sent by mail and it was determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or
- (2) It is the only proposal received; or
- (3) It offers significant cost or technical advantage to the Government, and it is received before an award determination has been made.

E.7 Rights to Proposal Information

If a proposal receives an award, the proposal becomes part of the official record and may be available to the public. Information or materials, which the National Endowment for the Arts and the Cooperator mutually agree to be of a privileged nature, will be held in confidence to the extent permitted by the Freedom of Information Act. A proposal that does not result in an award will be retained by the National Endowment for the Arts for a limited time and will be released to the public when properly requested to the extent required by law.

**Mayors Institute on City Design
Inventory List - January 2003**

Computer Equipment

Apple Power Book G3 – 333 MHz purchased in February 2000
Apple iMac G3 – 350 MHz purchased in December 2000
Apple G3 Tower - 300 MHz purchased in March 1999
PC - purchased from USCM for \$75 for database access
Epson Perfection Flatbed Scanner 1600 – purchased September 2002
Nikon Coolscan Slide Scanner
Canon Multipass C635 Color Printer/Fax – purchased May 2000

Sony 20” Television and TV Stand
VCR
Laser Disk Player (may be obsolete)
HP Office Jet Fax Machine – purchased June 1998
Telephones (3)
Light Box – for viewing slides
Caramate Portable Slide Viewer

Office Furniture

Tall Laminate Book Cases (6) – 2’4” wide, 1’ deep, 6’ tall
Metal 2 Drawer File Cabinets (4) – 3’ wide, 1’6” deep, 2’4” tall
Metal 3 Drawer File Cabinets (2) – 3’6” wide, 1’6” deep, 3’4” tall
Tall Metal Frame Shelves (2) – 4 shelves, 3’ wide, 1’6” deep, 6’ tall

Padded Arm Chairs (2) – Plastic frame, black fabric
Eames Aluminum Lounge Chairs (2) – High back, maroon upholstery

COOPERATIVE AGREEMENT COST PROPOSAL

This form is for use in submitting proposals in response to a Program Solicitation
Additional pages and/or supporting schedules may be attached, as necessary

Applicant (Name, address, zip code)

Person who prepared this budget:

Telephone:

Authorizing Official Signature:

Date:

Name and Title:

COST ELEMENTS

Salaries and Wages

Title and/or type of personnel	Time devoted to project	Rate of compensation	Amount
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Total Salaries \$

Fringe benefits (Rate % X \$ Base)

Total Fringe \$

Travel and Subsistence (Who and Where)

Total Travel \$

Consultants and/or Subcontracts (List)

Total Consultants \$

Other Direct Cost (List)

Total Other \$

Indirect Cost (Rate % X \$ Base)

Total Indirect \$

TOTAL PROPOSED COST

TOTAL \$